

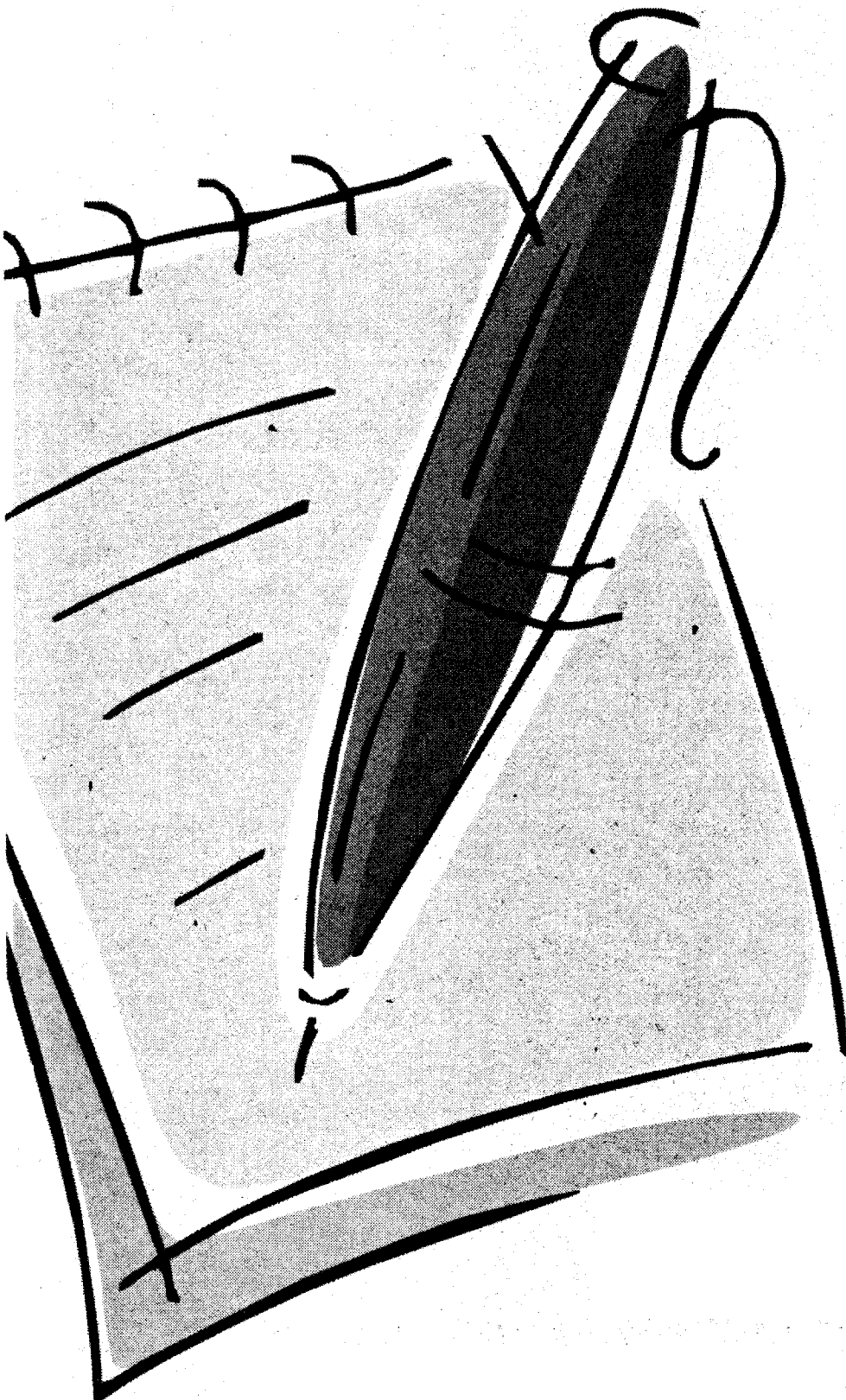
Grant Wood AEA #10

EA (Prof.)

7/1/2006 6/30/2009

2006-2009

CONTRACTED STAFF



Master Contract Agreement
for 2006-2007
between Grant Wood AEA
and the Grant Wood
Education Association



GRANT WOOD
AREA EDUCATION AGENCY

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ARTICLE 1
RECOGNITION

A. UNIT

The Board hereby recognizes the Grant Wood Education Association as the certified exclusive bargaining representative for all professional personnel as set forth in the PERB certification instrument, Case Number 340, issued by the PERB on the 8th day of December, 1975, or as thereafter amended, employed by the Board of Directors of the Grant Wood Area Education Agency, and as otherwise agreed upon by the parties.

1. Included

All full-time and part-time professional personnel including:

Adapted Physical Education Consultants
Applied Behavior Analysts
Assessment Consultants
Assistive Technologists
Audiologists
Autism Consultants
Catalogers-Regional Centers
Child Support Specialists
Childcare Specialists
Compliance-Student Records Monitors
Curriculum Consultants
Data Resources Assistants
Data Management Consultants
E2T2 Grant Evaluators
Early ACCESS Specialists
Inclusion Resource Specialists
Intensive Behavior Therapy Specialists
Itinerant Preschool Teachers
Itinerant Teachers of the Deaf/Hard of Hearing
Itinerant Teachers of the Visually Impaired
Media Assistants
Media Specialists
Occupational Therapists
Parent Educator Partnership Assistants
Parent/Child Educators
PEP Educator Partners
PEP Parent Partners
Physical Therapists
School Improvement Consultants
School Psychologists
School Psychology Assistants
School Social Workers
Science Center Assistants
Special Education Consultants
Speech-Language Pathologists
Student Programs Specialists
Teachers: Off-Site Programs
Technology Consultants
VAST Center Consultants
Vocational Assistants
Vocational Services Instructors
Work Experience Coordinators

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2. Excluded

All non-professional and all other professional personnel, including the following professional personnel:

Administrator
Associate Administrators
Associate Regional Facilitators
Board Secretary
Business Manager
Directors of Information Technology
Facilitators, Special Education
Human Resources Coordinators
Instructional Integration Facilitators
Professional Development Coordinators
Programs/Services Administrators
Regional Administrators
Special Projects Coordinators
Supervisors
Technology Support Supervisors
Technology Systems Facilitators
Computer Processing Facilitators
Computer Services Consultants
Cooperative Purchasing Assistants
Cooperative Purchasing Coordinators
Director of AEA Services
Government Relations Specialists
Planning & Development Specialists
Programmers
Public Information Specialists
Resource Development Specialists
Software Developer
Technical Support Assistants
Substitutes and Paraprofessionals; Temporary Employees, Third-Party At-Will Employees, and all those excluded by Section 4 of the Public Employment Relations Act. Amendments to the certified unit shall be made by the Public Employment Relations Board.

B. DEFINITIONS

1. Agency – The Grant Wood Area Education Agency
2. Association – The Grant Wood Education Association
3. Agency Center – A facility designated by the Board for the purpose of conducting Agency business and as an employee base. The current Agency Centers are located in Cedar Rapids and Coralville, Iowa.
4. Bargaining Unit – The professional personnel employed by the Board for which the Association has been certified by PERB as the bargaining representative under Case No. 340, as amended.
5. Base Contract Year – Base contract year consists of the calendar days between the employee's initial and final work days during a contract year.
6. Designee – References in this Agreement to the officers and/or agents of the Agency, the Association or the Board shall include the duly authorized designees of such officers and/or agents.

- 1 7. Board – The Board of Directors of the Grant Wood Area Education Agency.
- 2
- 3 8. Day – A day upon which the Agency's Business Office is scheduled to be open.
- 4
- 5 9. Employee – All full-time and part-time professional personnel within the bargaining
- 6 unit represented by the Association.
- 7
- 8 10. PERB – The Iowa Public Employment Relations Board
- 9
- 10 11. Substitutes – A temporary employee filling in for another employee during the school
- 11 year for a period less than ninety (90) work days.
- 12
- 13 12. Temporary Employees – An employee projected to work less than ninety (90) full time
- 14 equivalent work days per year on a special project(s) and not issued an individual
- 15 employment contract by the Agency.
- 16

17 **C. ASSOCIATION RIGHTS**

- 18 1. The Agency will provide one (1) bulletin board at each functioning Agency Center for
- 19 the exclusive use of the Association in posting notices of activities and matters of
- 20 Association interest or concern.
- 21
- 22 2. The Board will extend to the Association the privilege of using its voice mail, e-mail,
- 23 interoffice mail, and interschool mail delivery service.
- 24
- 25

26 **ARTICLE 2**
27 **PROCEDURE FOR NEGOTIATIONS**

- 29 **A.** Both parties agree to meet at reasonable times and places to negotiate in a good faith effort
- 30 to reach agreement in accordance with Chapter 20 of the Iowa Code, 2005 (Public
- 31 Employment Relations Act). During the course of negotiations, the Parties agree to make
- 32 proposals and counter-proposals. ARTICLES tentatively agreed to shall be initialed by each
- 33 party and dated.
- 34
- 35 **B.** Requests from the Association for the initial negotiation meetings shall be made in writing
- 36 to the President of the Board. Requests from the Board shall be made to the President of
- 37 the Association.
- 38
- 39 **C.** Within ten (10) days of the date of the request, a mutually convenient time and place for a
- 40 meeting shall be established. The meeting shall take place within a reasonable time
- 41 thereafter. Additional meetings shall be agreed upon by the negotiations representatives as
- 42 may be necessary to complete an agreement.
- 43
- 44 **D.** Negotiations shall not occur during the employee's work day unless by mutual agreement.
- 45
- 46 **E.** Neither party in negotiations shall have any control over the selection of the bargaining
- 47 representatives of the other party. The parties mutually pledge that their representatives
- 48 shall have all the necessary power and authority to make proposals, counter-proposals and
- 49 to reach tentative agreement on items being negotiated. If mediation is requested, the
- 50 services of the Public Employment Relations Board (PERB) will be used. Or, alternatively,
- 51 the parties may select other mediation services, such as Federal Mediation and Conciliation
- 52 Services (FMCS), by mutual agreement.
- 53
- 54
- 55
- 56

ARTICLE 3
DUES DEDUCTION

- 1
2
3
4 **A.** Any employee may sign and deliver to the Agency Business Manager a payroll deduction
5 authorization for dues to the Association and its affiliates, on forms mutually acceptable to
6 the parties but prepared and provided by the Association which shall be solely responsible
7 therefore. Such authorization for deductions shall continue in effect from year to year until
8 revoked in writing by thirty (30) day notice to the Agency Business Manager and to the
9 Association. Such termination shall be effective no later than the first paycheck following
10 an interval of thirty (30) calendar days after receipt of such termination.
11
12 **B.** Pursuant to such a deduction authorization, the Board shall deduct from the regular pay of
13 the employee such amount as shall be authorized beginning no earlier than the first pay
14 period in September and continuing through the last pay period in May. The amounts so
15 deducted shall be mailed or otherwise transmitted within five (5) working days following the
16 applicable pay day to the Association Treasurer at the address provided by the Association.
17
18 **C.** Employees who begin deductions after September shall have such deductions prorated over
19 the remaining months of employment through May if so authorized by the employee.
20
21 **D.** Cessation of employment shall automatically constitute notice of termination unless the
22 employee shall otherwise specifically direct in writing. In such event, the Board shall
23 deduct and forward to the Association Treasurer the balance of the employee's total dues if
24 authorized by the employee.
25
26 **E.** The Association and its affiliates shall hold harmless and defend the Board with respect to
27 any action or suit concerning such deductions, provided that the Board shall have acted in
28 accordance with the terms of this ARTICLE.
29
30

ARTICLE 4
GRIEVANCE PROCEDURE

31
32
33
34 **A. DEFINITIONS**

- 35 1. A grievance is a claim by an employee, a group of employees or the Association that
36 there has been a violation, misinterpretation, or misapplication of any provision of this
37 Agreement.
38
39 2. A "grievant" is the person or persons or the Association making the complaint.
40

41 **B. PURPOSE**

- 42 1. The purpose of this procedure is to secure, at the lowest possible level, equitable
43 solutions to the problems which may from time to time arise affecting employees. Both
44 parties agree that these proceedings will be kept as informal and confidential as may be
45 appropriate at any level of the procedure.
46
47 2. Failure of the grievant to act on any grievance within the prescribed time limits will act
48 as a bar to any further appeal, and failure of any Agency representative to give a
49 decision within the prescribed time limits shall permit the grievance to proceed to the
50 next step. The time limits specified, however, may be extended by mutual agreement.
51

52 **C. PROCEDURES**

- 53 1. Level One - An employee with a potential grievance shall first discuss it with the
54 employee's immediate supervisor with the objective of resolving the matter informally.
55 Such discussion shall occur within ten (10) days of the event giving rise to the potential

grievance or from the date the grievant might reasonably have ascertained its occurrence, whichever is later. If the matter cannot be resolved informally, the supervisor and the employee shall sign a form prepared by the Association indicating that a Level One meeting has occurred and the date of its occurrence.

2. Level Two – If the employee is dissatisfied with the supervisor's response, the employee may file a grievance in writing with the appropriate Associate Administrator within fifteen (15) days of the Level One meeting. The written grievance shall state the nature of the grievance, the provisions in the Contract believed at that time to have been violated and the remedy requested. The written grievance shall be signed by the employee and a copy shall be forwarded by the Associate Administrator to the Association. A meeting to discuss the grievance shall be held within ten (10) days of the date the written grievance is filed and shall include: the grievant, the Association representative and the Associate Administrator. The Associate Administrator shall schedule the meeting and notify the parties. A decision on the grievance shall be communicated in writing to the grievant and to the Association within five (5) days of the meeting.
3. Level Three – If the grievance has not been satisfactorily resolved, the grievant may file a copy of the grievance with the Administrator within ten (10) days of the decision at Level Two. Within ten (10) days after such written grievance is filed, the grievant, the Association representative, and the Administrator shall meet to seek to resolve the grievance. With prior notification, the meeting may also include the UniServ Director for the Association and/or the Human Resources Coordinator for the Agency. In this case, as much advance notice as is reasonably possible is to be provided to the other party. The Administrator shall schedule the meeting and notify the parties. The Administrator shall communicate a decision in writing to the grievant and to the Association within five (5) days of such meeting.
4. Level Four – If the grievance has not been satisfactorily resolved at Level Three, the Association may file a written notice to the Administrator within ten (10) days of the decision at Level Three that the grievance is submitted to binding arbitration. Within five (5) days after receiving notice from the Association of its decision to submit the grievance to binding arbitration, the Association and Agency shall jointly file with the Public Employment Relations Board (PERB) a request for an arbitration panel of at least five (5) arbitrators from which a selection shall be made by the parties alternately striking the names of the panel members with the panel member remaining to be designated as the arbitrator. In lieu of an arbitration panel, the parties may select an arbitrator by mutual agreement and request the arbitrator be appointed by PERB.
 - a. Expenses for the selection of the arbitrator and for the arbitrator's services shall be borne equally by the Board and the Association.
 - b. The arbitrator in the opinion shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue(s) presented and the decision must be based solely upon the arbitrator's interpretation of the meaning or application of the express relevant language of the Agreement.

D. CONDITIONS

1. An employee who is a grievant may be represented at all stages of this grievance procedure. When an employee is not represented by the Association, the Association shall have the right to have a representative present at all meetings after Level One and shall be notified by the Associate Administrator or Administrator in advance of each grievance meeting.

2. A copy of all decisions after Level One shall be concurrently submitted to the grievant and the Association President.
3. The Association shall have the right to grieve any resolution of an employee's grievance if such resolution is inconsistent or contrary to the provisions of this Agreement. At the discretion of the Association, any Association grievance may be initiated at Level Three.
4. No reprisals shall be taken by the Board against any employee by reason of participation in this grievance procedure.
5. When it is required that an employee attend a meeting during the work day, the employee shall be released without loss of compensation. With regard to arbitration hearings, the grievant and not more than two (2) necessary witnesses shall be released without loss of compensation. It is agreed that every effort will be extended to schedule the witnesses so as to cause the least possible interference with their employment obligations.
6. If the grievant and the Administrator agree, the formal written grievance may be initiated at Level Three.
7. All meetings under this procedure shall be conducted in private unless all of the persons involved therein shall otherwise agree.
8. Any investigation or other processing of any grievance shall be conducted as to result in no interference with or interruption of the instructional program and/or work activities of any employee provided any meeting or hearings scheduled during the employee work day shall not occasion any loss of pay by the employee.
9. This grievance procedure constitutes the sole and exclusive method for the disposition of any and all grievances between the parties and the employees and shall constitute the sole and exclusive remedy.
10. All documents dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any employee. The separate grievance file shall be open to the grievant at reasonable hours and available for copying by the grievant.

ARTICLE 5

JOB CATEGORY

A. CURRENT JOB CATEGORIES

Job categories of Agency employees are as listed in ARTICLE 1, A(1).

B. NEW JOB CATEGORIES

1. Within ten (10) days of the establishment of a professional job category not identified in ARTICLE 1, A(1), the Administrator shall provide the Association with written notice setting forth the proposed job category title and job description and whether or not the job category is to be included within the bargaining unit.
2. Within ten (10) days of receipt of such notice, the Association shall provide the Administrator with notice as to whether in its judgment such job category should be included or excluded from the bargaining unit.
3. In the event the parties are unable to agree as to the proper job classification, the Agency shall within five (5) days schedule a meeting with the Association President in

an attempt to resolve the issue. Should the issue remain unresolved, the Association may initiate Level Three grievance.

4. In the event the parties are unable to agree as to the inclusion/exclusion of any job category within the bargaining unit, either party on notice to the other may petition the PERB for a ruling.

C. NEW EMPLOYEES

The Administrator shall notify the Association President in writing of each new employee's name, address, job category, salary schedule placement, FTE, and highest academic degree held within thirty (30) calendar days of Board approval of such employment.

D. JOB VACANCIES

The Administrator shall post in the Cedar Rapids and Coralville Agency Centers a list of the vacancies that occur in the bargaining unit for a period not less than ten (10) days. Each vacancy shall be included in the Agency's publication at least once.

ARTICLE 6
EVALUATION PROCEDURES

A. PURPOSE

The purpose of evaluation is to improve employee effectiveness in meeting the standards and criteria for fulfilling the major functions of the employee's job description through a continuous growth process of induction and development. No evaluation procedure shall be used except as identified in this ARTICLE.

B. ORIENTATION TO EVALUATION PROCEDURES

Before an employee is evaluated, the employee's immediate supervisor shall acquaint the employee with the standards and criteria, employee's job description, evaluation procedures and any evaluation document. No evaluation shall occur until such orientation takes place.

C. EVALUATION

Each employee's performance shall be evaluated as described below.

1. During the initial two years of employment, employees shall be evaluated using the activities and processes in the induction cycle of the Evaluation System for Contracted Staff.
2. Employees who have completed the induction cycle shall be evaluated using the activities and processes in the development cycle of the Evaluation System for Contracted Staff.

D. EVALUATION CONFERENCE AND SUMMARY

Each cycle shall include an evaluation conference scheduled in advance with the employee. The evaluator shall prepare a written summary of the evaluation activities and processes, which shall be consistent with the Evaluation System for Contracted Staff. The written summary shall be made part of the employee's personnel file in the Human Resources Office. If the employee disagrees with any or all of the written summary, the employee may submit a signed and dated written statement which shall be attached to the file copy of the written summary.

E. ASSISTANCE CYCLE

The assistance cycle includes a collaborative level and/or a directed level. In accordance with Chapter 284 of the Iowa Code, the assistance cycle and its implementation are not subject to the grievance procedures.

F. ASSISTANCE CYCLE – COLLABORATIVE LEVEL

When the evaluator determines that the employee needs additional assistance and support to maintain or achieve an acceptable level of performance (as identified in the standards and criteria), the employee will be notified of a meeting to begin writing an assistive action plan to initiate the collaborative level of the assistance cycle. The date of the meeting shall be the beginning date for the collaborative level.

If a complaint relative to an employee's job performance or an informal observation by someone other than the employee's evaluator is serious enough to consider the assistance cycle, the evaluator shall meet with the employee before taking any action on the complaint. If the assistance cycle is invoked as the result of a complaint, the matter will be summarized in writing by the evaluator and provided to the employee at the initial collaborative level meeting.

1. The collaborative level is designed to provide a structured format to address identified concerns, develop a plan of action to address the concerns and provide assistance and feedback on activities to assist the employee. It is the responsibility of the employee to correct any deficiencies that led to this collaborative level.
2. The employee will have the responsibility to meet with the evaluator to 1) jointly develop an analysis of the issues and 2) jointly develop an assistive action plan within ten (10) days of placement on the collaborative level to address the issues. These activities may be completed at the initial collaborative level meeting or may involve one or more follow-up meetings within the 10-day timeline. The 10-day timeline may be extended by mutual agreement. The assistive action plan shall address the following:
 - a. Statement of definition of the concerns
 - b. Options and assistance available
 - c. Expected outcomes and dates for completion
 - d. Indicators for acceptable performance
 - e. Individualized procedures for support
 - f. Specific timelines with scheduled review dates for feedback
 - g. Resources to be committed by the employer and employee (the evaluator will approve the employer's commitment)
 - h. Record of summative comments (progress towards completion of the assistive action plan)

The evaluator and employee shall agree and sign the assistive action plan. If no assistive action plan is written within ten (10) days of placement on the collaborative level or if no agreement is reached on an assistive action plan, the employee is placed on the directed level of the assistance cycle.

3. In no less than fifteen (15) days and no more than thirty (30) days of agreement on the assistive action plan, the evaluator will review the employee's performance through the collaborative level to determine if the identified concerns have been favorably resolved. This timeline may be extended by mutual agreement. Upon completion of the assistive action plan, the evaluator recommends the employee re-enter the induction cycle, re-enter the development cycle, or enter the directed level of the assistance cycle.

4. When an employee re-enters the induction cycle or the development cycle, the standard(s) identified by the evaluator as unacceptable during the collaborative level of the assistance cycle will be a focus for continued development the following year.
5. All summative evaluation materials provided by the evaluator during the collaborative level shall be made part of the employee's personnel file in the Human Resources Office.

G. ASSISTANCE CYCLE - DIRECTED LEVEL

The evaluator will meet with the employee and will provide written notification of placement on the directed level when 1) an evaluator determines that an employee has not achieved or maintained an acceptable level of performance through assistance on the collaborative level, 2) an assistive action plan is not written within ten (10) days of placement on the collaborative level, 3) no agreement is reached on an assistive action plan following placement on the collaborative level, or 4) an employee has completed the assistance cycle within the past three (3) years and the evaluator determines the employee has not maintained an acceptable level of performance with the same standard(s) previously identified during the assistance cycle. The date of the notice shall be the beginning date for the directed level of the assistance cycle.

It is the responsibility of the employee to correct any deficiencies that led to this directed level.

1. The directed level is designed to address identified concerns. A remediation plan will be developed by the evaluator within ten (10) days of placement on the directed level and will include:
 - a. Statement of definition of the concerns
 - b. Expected outcomes and dates for completion
2. In no less than ten (10) days and no more than twenty-five (25) days of providing the remediation plan, the evaluator will review the employee's performance to determine if the identified concerns have been favorably resolved. Upon the completion of the remediation plan, the evaluator recommends the employee re-enter the induction cycle, re-enter the development cycle, or enter into the termination process.
3. When an employee re-enters the induction cycle or the development cycle, the standard(s) identified by the evaluator as unacceptable during the assistance cycle will be a focus for continued development the following year. If an employee is returning to the development cycle from the directed level of the assistance cycle, the employee shall have a formal performance review during the year following completion of the assistance cycle.
4. All summative evaluation materials provided by the evaluator during the directed level shall be made part of the employee's personnel file in the Human Resources Office.

H. ACCESS TO EVALUATION DOCUMENTS

Each employee shall have, upon request, the right to review the evaluation documents contained in the employee's personnel records. The employee shall be notified, in writing, by the Human Resources Office within twenty (20) days of receipt of any evaluation forms to be placed in the employee's personnel file. Within twenty (20) days of the date of this notice, the employee has the right to respond, in writing, to any evaluation documents that shall be kept in the personnel file.

1. The evaluation records of an employee may not be inspected without the employee's written consent by other than members of the Board, counsel to the Board, the

employee's evaluator, the Administrator, Associate Administrators and persons authorized by law or judicial order.

2. Individuals outside of the Human Resources Office must indicate on a sign-out sheet their review of the employee's file. This sheet shall become part of the employee's personnel file.

ARTICLE 7

WORK HOURS

A. WORK DAY

An employee's normal work day at the assigned Agency Center is from 8 a.m. to 4:30 p.m., with one-half hour for lunch. It is recognized, however, that employees are contracted for a professional service that often does not lend itself to a specifically-defined day. Therefore, employees shall accept the responsibility for the completion of their day's work load as demanded by their professional assignment. The employee's normal work day shall be eight (8) hours and shall include time necessary for work-related travel.

Each employee will provide schedule information to the employee's supervisor.

B. COMPENSATORY HOURS

Due to the nature of professional services rendered by employees, it is also recognized that employees may work over forty (40) hours in one week and accrue compensatory time. Nevertheless, an employee shall not be required to work over one hundred sixty (160) hours in a four- (4) week period.

Employees shall notify their supervisor of the intent to work or the need to have worked additional hours and record that time on their submitted weekly schedule. Weekly schedules are subject to the approval of the supervisor. Employees utilizing compensatory time shall notify their supervisor. Employees may not take more than sixteen (16) compensatory hours consecutively.

ARTICLE 8

EMPLOYEE WORK YEAR

A. STANDARD CONTRACT YEAR

The Board shall establish the minimum standard contract year (number of contract days) for each job category. Nothing in this Agreement shall preclude the Agency and any employee from entering into a written agreement calling for a shorter or longer work year. Such altered work year agreement(s) shall establish no precedent with regard to other employees within the same or other job categories.

Altered contracts will continue in effect from contract year to contract year unless the Administrator gives written notice to the contrary to the affected employee on or before March 1 of the current contract year, in which event the employee so notified will return to the minimum standard contract year as described above.

B. ALTERATIONS

Any alterations in the minimum standard contract year shall be at the individual employee's per diem rate.

C. CALENDAR CHANGE

The individual employee's base contract year shall be reflected in the employee's calendar. Whole day changes outside the base contract may be made by mutual agreement between the employee and the immediate supervisor.

D. SUMMER WORK DAYS

Voluntary summer added days will be offered to those individuals qualified to perform the service based on the following criteria:

1. Offered first to those individuals currently assigned to the client or project.
2. Offered to individuals selected from a volunteer pool of qualified staff (i.e., those having the specific skills necessary to fill the needs) with selection based on seniority.

Individuals who accept summer added days will automatically be assigned lowest seniority within the volunteer pool for the subsequent year unless hiring condition D(1) exists. Level of pay will be at the employee's per diem rate on the date the summer added days are offered. Summer added days will be viewed as being temporary in nature; not to be construed as continuing to subsequent years; not to include paid leaves; and not to be counted for seniority and experience credit.

E. EMERGENCY CLOSINGS

In the event of the closing of an Agency Center, a voice mail message notification will be sent to all staff voice mail boxes. An employee scheduled to work will not be required to utilize paid leave during the time the Agency Center is closed if the leave requested is related to the reason for the closing.

F. NON-REQUIRED WORK DAYS

Employees shall not be required to schedule work days Memorial Day, Labor Day, Thanksgiving Day and the following day, Winter break, or New Year's Day.

G. PRORATED FRINGE BENEFITS

Fringe benefits and/or Board contributions extended to employees under this Agreement shall be on a prorated basis for those employees contracted for less than the minimum standard contract year for their job categories. During the school year, for each increment of nineteen (19) added days, employees shall be granted additional prorated benefits, up to full-time benefits.

H. EXTENDED LEAVES OF ABSENCE

Staff members on partial extended leaves of absence (nineteen (19) full-time equivalent days or more) during a contract year shall receive Agency benefits and/or contributions (e.g., leaves of absence, insurance, and seniority accrual) consistent with part-time employees contracted for the same number of full-time equivalent days.

ARTICLE 9
SAFETY PROVISIONS

A. PROTECTIVE EQUIPMENT OR CLOTHING

If the Board shall require an employee to wear special clothing or use special equipment for safety purposes, the Board shall provide such items or shall reimburse the employee for the cost of such items.

B. UNSAFE WORKING CONDITIONS

Employees shall not be required to work under unsafe conditions or to perform tasks which seriously endanger their health. This shall not excuse employees from taking such actions

as they deem necessary to safeguard students who are under the care or supervision of school authorities.

C. SELF DEFENSE

Employees may, when acting within the scope and in the course of their employment, use reasonable and necessary physical force for the purpose of self-defense or for the protection of Board property. This shall not be construed as to condone any unlawful action.

D. LIABILITY INSURANCE

The Board shall protect employees by providing at its cost a policy of liability insurance covering performance on the job as provided in Chapter 670, Code of Iowa, 2005.

E. ASSAULT REPORTING

Employees shall promptly report any physical assault suffered by them, when acting within the scope and in the course of their employment, to the building administrator and immediate Agency supervisor. The Administrator shall act as liaison with other authorities with respect to such assault.

F. PERSONAL INJURY OR ILLNESS

Employee absence due to any injury or illness because of an assault that occurred while the employee was acting within the scope and in the course of employment shall not be charged against any of the employee's leave benefits or result in any loss of salary, provided any Worker's Compensation benefits during such period shall be remitted to the Board. This paragraph shall cease to apply as soon as the employee is eligible for disability benefits under the Social Security system, the retirement system, or any policy of insurance toward which the Board contributes. In no event shall this paragraph have application after ninety (90) calendar days have elapsed following the date of such assault.

G. PERSONAL PROPERTY LOSS

The Board may, at its sole discretion, reimburse an employee in whole or in part for damage to the employee's personal property that occurred due to violent student behavior upon the employee while the employee was acting within the scope and in the course of employment. Any reimbursement shall not be precedential.

H. FIRST AID

An employee shall not be disciplined for failure to provide first aid treatment for which the employee has no knowledge or training.

ARTICLE 10
TRANSFER PROCEDURES

A. DEFINITION

The movement of an employee to a different Agency center for a period in excess of thirty (30) working days will be considered a transfer. The procedures governing transfers of this nature are as set forth in this ARTICLE.

The appropriate Associate Administrator shall, no later than five (5) days before the due date of the individual employment contract, make a reasonable effort to give written notice to all employees returning the following Agency year of their assigned Agency Center and probable LEA assignment location for such year. This paragraph shall not be construed to preclude the change of any employee to a different Agency Center or one or more LEA assignment locations.

B. VOLUNTARY TRANSFER PROCEDURES

Employees who desire a transfer to a different Agency Center shall file a written statement of such desire with the employee's immediate supervisor. An employee whose request for such transfer has been denied may file a renewed request for such transfer the following year.

C. INVOLUNTARY TRANSFER PROCEDURES

1. Notice

Whenever feasible, notice of a proposed involuntary transfer to a different Agency Center to be effective the following Agency year shall be given to the employee involved no later than May 1.

2. Meeting

At the employee's request, an involuntary transfer to a different Agency Center shall be made only after a meeting between the employee involved, the employee's immediate supervisor and (where applicable) the Associate Administrator. At this meeting, the employee shall be provided, in writing, the reasons for the transfer.

3. Expenses

If an employee shall be involuntarily transferred to a different Agency Center during the Agency year, the employee shall be reimbursed during the balance of the Agency year for the additional mileage required to reach the new Agency Center from the employee's residence at the time of the transfer.

In the event an involuntary transfer necessitates the employee moving his residence to a different city, the Agency shall pay the sum of nine hundred (\$900.00) dollars or the actual expenses incurred as moving expenses, whichever is lower, upon presentation of proper and verified bills for the services rendered.

4. Return to Original Agency Center

Employees who are involuntarily transferred and who desire to return to the Agency Center from which they were transferred, shall be given preference for any vacancy in their original job category (e.g., Speech-Language Pathologists, School Psychologists, etc.) at their original Agency Center.

5. Voluntary vs. Involuntary Transfer

If a vacancy exists and there is a request by an employee in the same job category for a transfer into such vacancy, such voluntary transfer will be preferred to the involuntary transfer unless the needs of the Agency otherwise dictate.

D. CHANGE IN ASSIGNMENT WITHIN A JOB CATEGORY

Employees wishing to be considered for a change in assignment shall make their wishes known in writing to their Associate Administrator or designee within five (5) days of an assignment announcement.

1. When a vacancy occurs, interested employees may request to be considered for a change in assignment. All requests will be reviewed for consideration. If an employee is not selected for a change in assignment, the Agency shall notify the employee in writing.
2. The two most senior employees with at least three (3) years experience in their current assignments will be given first consideration for reassignment based on seniority rank. The employee(s) eligible for first consideration shall, upon request, be verbally informed of the reason for not being selected. The employee may request the reason be provided in writing.

- 1 3. An employee dissatisfied with the selection may process a complaint through the
2 Board's Complaint Procedure (Policy #4160).
3
4

5 **ARTICLE 11**

6 **PROCEDURES FOR STAFF REDUCTION**
7

8 **A. OVERVIEW**

9 If it shall become necessary for the Board to reduce any employee by reason of elimination
10 or reduction of program or because the total number of employees is to be reduced, such
11 reduction of staff shall be accomplished as follows.
12

13 **B. ORDER OF STAFF REDUCTION**

14 Employees shall be reduced in reverse order of their seniority within each job category
15 provided the employees remaining in the affected job category are then presently qualified
16 and able to satisfactorily perform the duties of the job category as specified by the Board.
17 An employee reduced out of seniority order may initiate a grievance at Level Three
18 challenging whether the Board had good cause for the exception.
19

20 **C. SENIORITY**

21 Seniority, for purposes of reduction and recall, shall mean the amount of continuous
22 service with the Agency in a bargaining unit position by the persons employed by the
23 Agency during and/or subsequent to 1975-76 and shall also include continuous service
24 immediately preceding Agency service (without intervening employment) subsequent to July
25 1, 1968 with the Joint County System and/or local education agencies within the
26 geographic area of the Agency, provided such service outside the Agency has been in a
27 special education job comparable to the employee's duties with the Agency.
28

- 29 1. Seniority shall be measured in terms of full-time equivalency of years and fractions of
30 years. Work days shall be computed as 8 hour days or the equivalent thereof.
31 Employees contracted for one hundred seventy-five (175) work days or more shall be
32 considered to have accrued one (1) year of seniority. Employees contracted for one
33 hundred twenty-five (125) work days or more, but less than one hundred seventy-five
34 (175) work days shall be considered to have accrued three-fourths (3/4) year of
35 seniority. Employees contracted for seventy-five (75) work days or more but less than
36 one hundred twenty-five (125) work days shall be considered to have accrued one-half
37 (1/2) year of seniority.
38

39 Whenever employees have equal seniority, seniority placement will be determined by the
40 last four digits of the employee's Social Security number. Whether the highest or lowest
41 number will be the most senior will be determined by a flip of a coin by the President of
42 the Association prior to August 15 of that year.
43

- 44 2. Employees contracted for fifty (50) work days or more but less than seventy-five (75)
45 work days shall be considered to have accrued one-fourth (1/4) year of seniority.
46 Effective July 1, 1986, employees contracted for fewer than fifty (50) work days shall
47 accrue one-tenth (1/10) year of seniority; and, substitutes who are offered contracts for
48 the following year shall accrue one-twentieth (1/20) year of seniority. Employees
49 contracted for fewer than fifty (50) work days shall be interpreted as maintaining
50 continuous employment with the Agency.
51
- 52 3. If after July 1, 1968, an employee leaves a position represented by the Association, and
53 remains an employee of the Agency, the employee's accumulated seniority shall be
54 frozen. If an employee returns to a position represented by the Association, the
55 employee shall receive credit for seniority previously earned as a member of the
56 bargaining unit. Such an employee may not return to a bargaining unit position

created by the Agency for the current contract year. New job categories are to be created for legitimate reasons and not for the purpose of avoiding the reduction/recall provisions of this ARTICLE.

4. Periods of authorized leaves of absence shall not cause a break in an employee's continuous service with the Agency. However, with the exception of sabbatical leave, an employee shall not accrue seniority during any leave or combination of leaves which results in an annual accumulation of .15 FTE (28.5 days) or more unpaid work days. In such cases, the total number of unpaid work days will be deducted from the employee's number of contracted work days when computing seniority.

D. EMPLOYMENT DURING LAYOFF PERIOD

No employee shall be prevented from seeking and securing employment during the layoff period.

E. RECALL RIGHTS

Employees reduced pursuant to the terms of this Agreement shall have recall rights up to a period of two (2) years from the effective date of the reduction as follows:

1. Effective date of the reduction shall be interpreted as July 1 following the reduction.
2. No full- or part-time appointments shall be made while there are reduced employees available and with the right of recall to such vacancy in the job category (e.g., Speech-Language Pathologist, School Psychologist, etc.)
3. If a vacancy occurs within the bargaining unit, reduced employees who are qualified to perform the work in question will be recalled according to seniority.
4. If an employee refuses recall to a vacancy in the employee's original job category, such employee loses all further right of recall.
5. If an employee is recalled to a vacancy in a job category other than in the employee's original job category, such employee may refuse the recall and still maintain his/her recall rights.
6. If an employee is recalled to a vacancy in a job category other than the employee's original job category, and the employee accepts the recall, the employee will remain eligible for recall to the original job category until the next August 15.
7. The Administrator shall provide the affected employee with written notice of recall by registered mail and the employee shall have five (5) days after receipt of such notice to respond in the same manner. Notice shall be considered as having been received as of the date delivered to the employee's address as reflected by the Agency's records. Employees shall be responsible for providing the Agency with a current address. Employees shall be recalled in inverse order of the reduction and on the same basis. Failure to respond shall cause termination of employment.
8. Any employee reemployed by exercising recall rights shall be given full salary and related benefits according to experience accrued prior to the layoff, but any period of layoff shall not be counted in computing seniority.

F. NOTIFICATION OF REDUCTION

Notice shall be given to all employees who may be affected by reduction no later than April 30 prior to the effective date of the reduction.

G. GRIEVANCE RIGHTS

A reduced employee having recall rights may file a grievance under the grievance procedure.

H. INSURANCE COVERAGE

Health, dental and vision insurance may be continued at the employee's expense for a period not to exceed one (1) year from the effective date of the layoff by the reduced employee, provided such continuation meets the approval of the carrier. Such carrier approval will be recommended by the Agency. Failure to prepay an insurance premium by the twentieth (20th) day of the month shall result in cancellation of continuation privileges.

I. SENIORITY REPORT

Each employee shall be provided a written accounting of his/her seniority within the employee's job category no later than October 31 of each contract year. The Association shall concurrently be provided a written accounting of the seniority list for each job category in the bargaining unit. The Association and each employee shall have (14) calendar days from the date the seniority list is delivered to notify the Agency in writing of any and all objections.

ARTICLE 12
LEAVE PROVISIONS

A. TERMS AND CONDITIONS

1. Both the employees and the Agency are expected to comply with all notice requirements in this ARTICLE. Where notice requirements are not specified, as much advance notice as is reasonably possible will be provided. Circumstances may arise where strict compliance with the notice requirements is impossible. In such cases, the parties will make a reasonable effort to accommodate the situation.
2. Each employee shall be provided a written accounting of accumulated leave no later than September 30 of each year.
3. Part-time employees will receive leave on a prorated basis.

B. ASSOCIATION LEAVE

1. Twelve (12) days leave of absence per year shall be available for Association functions. Such leave shall be used by employees designated by, and at the sole discretion of, the Association President.
2. The first six (6) days of Association leave shall be with pay, provided the Association shall reimburse the Agency for the cost of any substitutes necessitated by the use of such leave. The second six (6) days shall be without pay.
3. Additional Association leave may be granted by the Administrator.
4. An Illness/Disability Bank of forty-five (45) days will be provided by the Grant Wood Education Association. If, under unusual circumstances, all forty-five (45) days in the bank have been exhausted, additional days for the bank may be made available by mutual agreement of the Agency and Association.

An employee, whose illness/disability leave is exhausted, through catastrophic illness or injury, may apply for part or all of the forty-five (45) days. This application should be submitted to the Executive Committee of the Grant Wood Education Association. The Association shall reimburse the Agency for actual costs related to use of the Illness/Disability Bank. Such reimbursement shall occur by costing the amount

against the following year's total compensation/benefit package for this employee group.

The Association and its affiliates shall hold harmless and defend the Board with respect to any action or suit concerning such Illness/Disability Bank, provided that the Board shall have acted in accordance with the terms of this ARTICLE.

C. ADOPTION LEAVE

Upon written notification to the Associate Administrator in charge of Human Resources that formal adoption procedures have been initiated (notification shall include documentation of emergency placement, home visit(s) or authorization of adoption), a full-time employee shall be granted up to ten (10) days of leave without loss of pay to process and secure the adoption of a child. This leave shall be utilized for the purposes of meeting with legal representatives, adoption service representatives, any official accreditation visits, or traveling to pick up the child. Adoption leave shall be taken in increments of thirty (30) minutes.

D. BEREAVEMENT LEAVE

Upon written notification to the Associate Administrator in charge of Human Resources, a full-time employee shall be granted up to five (5) days of leave without loss of pay in the event of the death of an employee's spouse, child, parent, brother, sister, members of the employee's immediate household, or individuals for whom the employee has legal guardianship, and up to three (3) days of leave without loss of pay in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, grandchildren, aunt, uncle, stepparents, stepchildren, or other persons approved at the sole discretion of the Administrator as appropriate to the employee's situation. Additional leave of absence without loss of pay may be granted at the sole discretion of the Administrator.

E. EMERGENCY LEAVE

Each full-time employee shall be granted up to twenty-four (24) hours of emergency leave with pay per year by the Associate Administrator in charge of Human Resources in the event of emergency situations beyond the control of the employee. Additional emergency leave may be granted at the discretion of the Administrator. Situations qualifying for emergency leave are (a) events which cannot be attended to outside of work hours, (b) inclement weather, and (c) events which are not covered by any other provision of the Agreement. Emergency leave shall be taken in increments of thirty (30) minutes.

F. ILLNESS/DISABILITY LEAVE

1. Leave Days Granted

Each employee shall be granted leave without loss of pay for illness or disability as follows, effective the first day of the employee's contract.

First year of employment	13 days
Second year of employment	14 days
Third year of employment	15 days
Fourth year of employment.....	16 days
Fifth year of employment	17 days
Sixth and each succeeding year of employment.....	18 days

Definition

Illness/disability leave is available for medical reasons and includes personal and non-personal illness/disability of the following: the employee's immediate family (spouse, children, stepchildren, wards, parents, brothers, sisters and grandparents), other members of the employee's immediate household, and individuals for whom the

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employee has legal guardianship. Under extenuating circumstances, non-personal illness/disability leave may be used for persons not listed in this definition at the sole discretion of the Associate Administrator in charge of Human Resources.

Injury

Employees absent more than five (5) consecutive days due to injury must file a physician's statement with the Human Resources Office before returning to work. This statement must verify that the person is able to adequately perform assigned job responsibilities.

Maximum Non-Personal Illness/Disability Leave Days

The maximum number of non-personal illness/disability leave days taken in any one year shall not exceed the number of illness/disability leave days granted for that year.

Added Days Benefit

Employees contracted beyond one hundred ninety (190) days shall be granted one (1) additional day of personal illness/disability leave for each ten (10) days of additional employment or fraction thereof.

2. Accumulation of Illness/Disability Leave

Leave shall be taken in increments of thirty (30) minutes. An employee's accumulated illness/disability leave shall not be reduced if that employee has a reduction in work hours or work days.

Unused illness/disability leave shall accumulate from year to year to a maximum of two hundred (200) days. Individuals with two hundred (200) days of accumulated personal illness/disability leave on July 1 shall be granted sixteen (16) hours of additional leave with pay to be taken during that contract year.

3. Leave of Absence

Employees who exhaust all accumulated personal illness/disability leave shall be granted, upon request, a leave of absence without pay during the balance of the employee's contract year.

4. Notice of Anticipated Medical Leave

An employee must give written notice of any anticipated medical leave to his/her immediate supervisor at the earliest possible date. In all cases, and especially in cases of elective surgery and similar situations, the parties will cooperate in scheduling the required medical leave so as to minimize the impact of the employee's absence on the Agency's responsibility to the persons and organizations being served. In the case of medical leave due to pregnancy, the employee will notify her immediate supervisor no later than the end of the fourth month of pregnancy. Prior to the beginning of the sixth month of pregnancy, the employee, her physician and her immediate supervisor, will establish the beginning date of the medical leave. Any conflicts as to the beginning date of such medical leave or required revisions will be at the discretion of the employee's physician and communicated as soon as possible to the employee's immediate supervisor.

5. Leave Notice

The employee must indicate on the leave form whether the leave was for personal or non-personal illness/disability. An employee need not state on the Agency leave form the specific nature of the illness for which an illness/disability leave is requested. If the leave is for an injury disability, the employee must report this on the leave form.

G. LEAVE WITHOUT PAY

1. This section deals with unpaid leaves of absence that may be either full-time or partial leaves.

- a. Full-Time Unpaid Leave

A full-time unpaid leave is one where the employee is absent on all scheduled work days during an interval of time. Examples include an employee whose contract is full-time and who is on child-rearing leave for the first half of the work year or for the full contract year. A person contracted to work half-time would also be on a full-time unpaid leave of absence if he/she is absent on all scheduled work days for the first half of the work year or full work year.

- b. Sabbatical Unpaid Leave

After completing fourteen (14) contract years of service with the Agency, an employee shall be eligible for a sabbatical leave.

- 1) A sabbatical leave shall be granted, upon request, for a period of one (1) contract year.
- 2) A sabbatical leave shall be granted as leave without pay.
- 3) Seniority with the Agency will accrue during a sabbatical leave.
- 4) If an employee wishes to maintain health insurance coverage during a sabbatical leave, the following conditions shall apply:
 - a) Single health insurance premiums shall be paid by the Agency only if an employee takes a sabbatical leave which is approved by the employee's Associate Administrator as an appropriate study leave and if the employee returns and works for the Agency for a minimum of two (2) contract years.

OR

- b) Health insurance premiums shall be paid by the employee at the group rate.

- c. Partial Unpaid Leave

A partial unpaid leave of absence is one where the employee works some scheduled work days during a prescribed period and schedules other days or parts of days as unpaid extended leave days.

2. Appropriate Reasons for Leave

A full-time unpaid leave of absence shall be granted for personal illness that makes it impossible or difficult for the employee to discharge the duties of the employee's job, for illness that necessitates the full-time presence of the employee in the home, for child-rearing or for service in a professional organization in the employee's field. Unpaid leave of absence may be granted for other reasons at the discretion of the employee's Associate Administrator. Such full-time unpaid leaves of absence shall be granted for one (1) contract year or any part thereof and may be renewed upon request at the discretion of the employee's Associate Administrator.

3. Duration

If such full-time unpaid leave of absence commences during the first half of the contract year, it shall extend to either January 2, or the end of the contract year (June 30) at the discretion of the employee. If such leave commences during the second half of the contract year, it shall extend to the end of the contract year. The employee may, however, return to work prior to the times indicated above if his/her position has not been covered and the employee's Associate Administrator may at his/her discretion, grant variations and/or renewals to such leaves.

4. Leave Decisions

Partial unpaid leave of absence with prorated salary and benefits, for reasons identified above; and/or, full or partial unpaid leave for reasons other than those identified above,

shall be granted or withheld at the sole discretion of the employee's Associate Administrator. The withholding of leave shall be subject to appeal to the Board pursuant to the Board's Complaint Procedure (Policy #4160).

5. Continuing Contracts

An employee on extended unpaid leave of absence shall be issued a contract for the next contract year at the same time as other employees are issued contracts and shall be required to respond at the same time and in the same manner as other employees, except as stated herein.

All employees on extended unpaid leave are to notify the Associate Administrator in charge of Human Resources of their employment intentions for the following year. Employees on leave must provide this notification in writing no later than March 1. On or before February 1, the Human Resources Office shall send to all employees on extended leave a written reminder of the timelines by certified mail. Employees on leave shall be responsible for providing Human Resources with a current address.

a. For those employees requesting the continuation of an unpaid leave of absence for the following contract year, or portion thereof, the employee's Associate Administrator shall render a written decision on the written request no later than April 1.

b. For those employees requesting a modification in their contract for the following contract year, the employee's Associate Administrator shall render a written decision on the written request no later than April 1.

c. If no written notice is received from an employee by March 1, it will be understood that the employee does not intend to return from leave. No written notice from the employee will constitute either: 1) a resignation from employment and termination of the employee's contract if the employee is on full-time leave; or 2) a modification of the contract to reflect resignation from that part of employment for which the employee is on leave, if the employee is on part-time leave.

6. Prorated Benefits

Leave benefits for employees on extended unpaid leave of absence (19 days or more) shall be prorated based on days worked.

7. Return to Work

Upon returning to service, the employee shall be assigned to a position for which the employee holds or may soon be granted proper licensure/certification. Such assignment shall be subject to the provisions of ARTICLE 10: TRANSFER PROCEDURES.

H. MILITARY LEAVE

1. Employees shall be entitled to the military leave benefits provided under Section 29A.28, Code of Iowa, 2005, and the Federal Selective Service Act, which includes a leave of absence for the period of active service without loss of seniority, salary placement, and without loss of pay during the first thirty (30) days of such leave of absence. Proof of service must be returned to the Administrator before any salary or wage reimbursement is paid.
2. Employees subject to state or federal military reserve duty shall make a reasonable effort to arrange for reserve military training at times which involve the least interruption of program services.

3. An employee returning from military service shall be offered a position for which the employee holds or may soon be granted proper licensure/ certification subject to the provisions of ARTICLE 10: TRANSFER PROCEDURES.

Any employee whose military leave exceeds six (6) months shall notify the Administrator and return to employment within ninety (90) days after completion of such military service.

I. PERSONAL LEAVE

Each continuing full-time employee shall be entitled to sixteen (16) hours of personal leave each Agency year without loss of pay. Notification to the Associate Administrator in charge of Human Resources of intention to use personal leave will automatically attest that the employee is not taking the leave for job interviews or outside employment. Personal leave shall be taken in increments of thirty (30) minutes. Unused personal leave shall accumulate as illness/disability leave.

J. PROFESSIONAL LEAVE

1. Provisions

During the contract year each employee shall be allowed up to three (3) days of job related professional leave which shall be without loss of pay and include necessary expenses in a total sum not to exceed Four Hundred dollars (\$400.00). Reimbursement of expenses is limited to job related professional activities only.

2. Usage

Application for professional leave and use of professional leave monies shall be made to the employee's Associate Administrator for consideration. If approved, professional leave monies may be used to reimburse conference and workshop expenses; professional organization dues (except NEA, ISEA, ECUU and GWEA); license fees and/or licensure/certification renewal. Professional leave monies may be used to reimburse course tuition (note: courses for which tuition is reimbursed using professional leave monies cannot be used for salary schedule advancement). Professional leave shall not be limited to in-state activities.

Professional leave monies may be used to purchase: professional journals, books and software; computers (Windows operating system or Macintosh operating system); external peripheral hardware (drives, keyboards, mouse controls, modems, monitors, PDA's, printers, scanners, wireless networks). Note: it shall be the employee's responsibility to contact the Technology Center regarding compatibility with Agency equipment. Reimbursement will be treated as taxable income.

3. Accrual

a. An employee may carry over from one contract year to the next, unused leave days, provided the sum of the previously accrued days, when added to those days made available for the new contract year, do not exceed a total of five (5) paid leave days.

b. An employee may also carry over from one contract year to the next, unused expense allotments provided that the maximum accrued amount at the end of the previous contract year (through June 30) is One Thousand Six Hundred Dollars (\$1,600.00). For example, an individual having One Thousand Six Hundred Dollars (\$1,600.00) accrued on June 30, would be able to carry over the maximum One Thousand Six Hundred Dollars (\$1,600.00) and have a total of Two Thousand Dollars (\$2,000.00) available on July 1 (\$1,600.00 plus new \$400.00).

4. Unused Days or Expenses

There shall be no obligation on the part of the Agency to reimburse employees for unused professional leave days or expenses except as specifically provided above.

5. Timelines

Written application for professional leave shall be submitted to the supervisory office and date stamped at least fifteen (15) days prior to the professional event. Upon properly filing written application on the appropriate leave form, an administrative decision shall be provided to the employee within ten (10) days. Failure to provide such a decision shall automatically grant the leave requested.

6. Scheduling

With approval from their immediate supervisors, employees may attend Agency inservice meetings or workshops which can be accommodated by their schedule.

7. CEU Credits

For employees in occupational therapy, physical therapy, and nursing, whose licenses are required in order to maintain employment and for whom CEUs are the primary means of earning the credits necessary to maintain such licenses, the Agency will, through the staff development process, offer sufficient learning opportunities for those employees to earn 10 CEUs per year.

K. STUDY LEAVE

Employees may request study leave for job related classes during the workday without loss of pay provided these classes are held early in the morning or late afternoon or at such other times as can be reasonably accommodated by the employee's work schedule. Requests should be directed to the employee's Associate Administrator.

L. RELIGIOUS LEAVE

Available personal leave, leave without pay, or calendar change shall be granted to any employee whose affiliation requires the observance of a holiday other than those scheduled in the Agency calendar.

ARTICLE 13

INSURANCE PROVISIONS

A. TERMS AND CONDITIONS

1. Coverage for twelve (12) consecutive months each work year shall be for the duration of employment. New employees shall be covered on the first day of the month following their date of employment if application is timely.
2. At the conclusion of Board contribution, insurance benefits may be continued at the employee's own expense, subject to the conditions and regulations of the carrier.
3. During any unpaid leave, the employee shall have the opportunity to continue insurance benefits at the employee's expense with the consent of the insurance carrier.
4. All terms and conditions of the provided insurance benefits, including eligibility for coverage, continuation, and coverage period shall be stated in the insurance contract provided by the carrier. The Agency will inform employees as to the insurance benefits available to them under the terms of this Agreement within thirty (30) days after they commence work. Pamphlets, booklets, documentation, etc. necessary for the employee to utilize such benefits will be furnished promptly upon receipt from the respective carriers.
5. Regular part-time employees shall receive prorated payments toward dental, health, and vision insurance premiums.

B. FLEXIBLE SPENDING ACCOUNT

All full-time employees shall receive an amount equal to one hundred thirty three dollars thirty four cents (\$133.34) per month in a flexible spending account. This amount shall be prorated for part-time employees.

Each employee shall complete an annual election form for the benefits the employee wishes to select from the following list of benefits, subject to the provisions, terms and conditions of the Agency's salary reduction plan and the provisions, terms and conditions of the insurance policies and plans.

- a. Health insurance – from the options provided by the Agency
- b. Dental insurance – from the options provided by the Agency
- c. Vision insurance – from the options provided by the Agency
- d. Dependent care expenses
- e. Medical reimbursement account
- f. Additional salary

C. COMPREHENSIVE HEALTH PLAN

1. For full-time employees, the Board shall provide and pay the full cost of an individual comprehensive health plan equal to the single premium of an Agency-sponsored plan designated by the Agency and the Association. Such coverage shall include diagnostic, x-ray, laboratory, mental health and prescription drug coverage.
2. All full-time employees are required to enroll in an Agency-sponsored individual comprehensive health plan.
3. Employees may choose coverage under the Agency-sponsored plans available and may select a less costly or more costly insurance plan than the designated plan.
 - a. The employee must pay for any additional premium cost that exceeds the premium for single coverage of the designated plan. Any additional premium obligations shall be deducted in equal amounts from the employee's first two paychecks of each month.
 - b. The employee will receive any savings in premium cost between the premium for single coverage of the designated plan and the selected single coverage of a less costly Agency-sponsored plan as additional salary. Savings in premium shall be equally distributed across the employee's first two paychecks of each month.
4. Proposed changes in insurance coverage will be determined by a joint Association and Agency committee with equal representation by both parties. Committee representation shall consist of up to three (3) members for each party. Membership is to be established and the committee is to be operating by September 1 of each year. Committee meetings may occur during the employee's work day by mutual agreement.

D. DENTAL INSURANCE

For full-time employees, the Board shall provide a dental insurance plan and pay the premium for single coverage. Optional family coverage for the foregoing program will be available at the group rate at the employee's expense. Proposed changes in insurance coverage will be determined by the joint Association and Agency committee established in C(4) of this Article.

E. TERM LIFE INSURANCE

For each employee with an FTE of .5 or greater, the Board shall provide and pay for term life insurance in the amount of Fifty Thousand Dollars (\$50,000.00). With the consent of the insurance carrier, optional additional coverage for an equivalent amount will be

available at group rates but at the employee's expense. Each eligible employee shall have the additional option to purchase coverage for the employee's spouse in the amount of Five Thousand Dollars (\$5,000.00) and/or for any of the employee's children in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per child.

F. VISION INSURANCE

For full-time employees, the Board shall provide a vision insurance plan and pay the premium for single coverage. Optional family coverage for the foregoing program will be available at the group rate at the employee's expense. Proposed changes in insurance coverage will be determined by the joint Association and Agency committee established in C(4) of this Article.

G. WORKERS' COMPENSATION

For all employees, the Board shall provide and pay for Workers' Compensation coverage, as provided according to state law.

H. LONG-TERM DISABILITY INSURANCE

The Board shall provide and pay for a long-term disability insurance program which provides disabled employees with seventy percent (70%) of their salaries to age sixty-five (65) after a waiting period of ninety (90) calendar days.

I. TRAVEL ACCIDENT INSURANCE

For each employee, the Board shall provide and pay for a travel accident policy which provides for payment of One Hundred Thousand Dollars (\$100,000.00) to the beneficiary in the event of the employee's death while such employee is on business of the policyholder all as defined in the vendor's policy issued to Grant Wood Area Education Agency.

J. VOLUNTARY SALARY REDUCTION PLAN (SECTION 125, IRS CODE)

1. The Agency shall make available a voluntary salary reduction plan consistent with Section 125 of the Internal Revenue Code. The basic components of this plan shall allow for the deduction of employee paid: a) health insurance; b) dental insurance; c) vision insurance; d) supplemental life insurance; e) child and dependent care services; and f) an account for unpaid health care expenses (i.e., any expenses IRS qualified).
2. Participants shall be charged a Fifty Dollar (\$50.00) annual enrollment fee through monthly payroll deductions the first two paychecks of each month. Employees requesting a payroll deduction for health insurance premiums only shall not be required to pay the annual enrollment fee.

ARTICLE 14

SALARY SCHEDULE PLACEMENT

A. CONTRACT BASE

Salaries, as established by the schedule, shall be for one hundred ninety (190) days of service and a salary shall be adjusted by 1/190th of the schedule salary for each day that a contractual term deviates from one hundred ninety (190) days of service.

B. INITIAL SALARY PLACEMENT

The Associate Administrator in charge of Human Resources shall determine which coursework and experiences are accepted as education and experience credit for initial salary schedule placement. For accepted education and experiences, the provisions of B(1) and B(2) shall apply.

1. EDUCATION LANES

Accepted education credit shall be eligible for salary schedule placement as follows:

- a. Coursework will be accepted only from fully accredited institutions of higher learning (North Central or equivalent geographic accrediting association).
- b. Accepted education credit shall be allowed on the basis of the highest college degree received at the time the contract offer is issued by the Agency unless otherwise specified within the individual employment contract:
 - a. BA level shall apply to an undergraduate degree granted by a college on the basis of a four (4) year program of studies approved by the college.
 - b. For employees in occupational therapy, physical therapy, or nursing, the following may apply:
 - 1) BA+15 level shall apply to those completing a five (5) year program of studies approved by the college which included a bachelor's degree in that area and which also satisfied professional licensing requirements.
 - 2) Affiliation outside of the degree program shall be granted as a lane change or an equivalent dollar amount at the individual step level.
 - c. MA level shall apply to a degree beyond the BA level that has been granted by a college on the basis of a program of studies approved by the college requiring a minimum of thirty (30) semester hours of credit.
 - d. MA+30 level shall apply to an employee who has completed a master's degree whose certification/licensure and degree program required a minimum of two (2) years training beyond the baccalaureate level. This effects employees hired after July 1, 1993. Such programs shall require the attainment at the graduate level of a minimum of fifty-two (52) semester hours. Deficiency or prerequisite coursework from such a program shall not be considered for purposes of this section, nor shall coursework taken while an undergraduate student. The Agency may verify the foregoing through inquiry of the institution(s) involved.
 - e. MA+45 level shall apply to an Educational Specialist (Ed.S.) degree granted by a college on the basis of a program of studies approved by the college requiring a minimum of sixty (60) semester hours of credit beyond the BA. This effects employees hired after July 1, 1995.
 - f. Clinical doctorate level shall apply to a clinical doctoral degree in an area of special education support (i.e., audiology, occupational therapy, physical therapy, speech-language pathology) granted by a college on the basis of a program of studies approved by the college.
 - g. Doctorate level shall apply to a Doctor of Philosophy degree or Doctor of Education degree granted by a college on the basis of a program of studies approved by the college.

2. EXPERIENCE INCREMENTS

Accepted experience credit shall be eligible for salary schedule placement as follows:

1. General education experiences shall be allowed on a year-for-year basis to an unlimited maximum.
 - a. Individuals hired with zero, one, or two years of education experience shall be placed at Step Three (3) of the salary schedule.

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b. In cases of hard-to-fill job categories, employees may be allowed up to two (2) steps on the salary schedule above their general education experience. Hard-to-fill job categories shall be determined by a pattern of vacancies that were difficult to fill the previous year. Prior to the determination of a hard-to-fill vacancy, the Agency will provide to the Association President or designee the information used to designate the vacancy as hard to fill. Within five (5) days of receipt of this information, the Association shall have the opportunity to provide the Agency with input regarding the designation. This clause will be reviewed for the 2007-08 contract. If it's found this clause has not aided hard-to-fill job categories, the clause will be sunset.

2. Military experience may be allowed to a maximum of two (2) years.

3. Additional experience in a position related to an individual's functions within the Agency or in another agency may be allowed at the discretion of the Administrator.

4. If an individual's total experience includes a fractional part of a year, such fractional part shall be allowed as a full year of experience if equivalent to four and one-half (4-1/2) months (90 days) or more of service; less than four and one-half (4-1/2) months (90 days) of service shall not be considered in the determination of experience increments.

5. For current employees working less than ninety (90) days, the days worked shall be considered cumulative until a step increase is granted. The step increase will be granted in the year which follows the attainment of at least ninety (90) days. The calculation of days toward the next step begins in the year the step increase is granted.

After completion of the first contract year, an employee's education and experience credits shall not be reduced except in cases of deliberate misrepresentation

C. EXTENDED MASTERS DEGREE

For education accepted by the appropriate Associate Administrator, present employees and those subsequently hired who hold a masters degree from a fully accredited institution of higher learning which required more than thirty-six (36) hours of credit shall be given credit toward higher education lane placement for each hour required by their degree which exceeds the thirty-six (36) hour MA base.

D. COURSEWORK ACCEPTANCE FOR SALARY SCHEDULE ADVANCEMENT

Following completion of the first contract year, the employee's Associate Administrator shall determine which coursework is accepted as education credit for advancement on the salary schedule. Such coursework shall be submitted in accordance with paragraph E below. The employee shall be responsible for promptly providing the Human Resources office with such information as the employee's Associate Administrator requires in verifying the individual's eligibility status.

E. SALARY AMENDMENT

Contract offers shall be based on an individual's education and experience accepted by the Associate Administrator in charge of Human Resources at the time of issuance by the Agency. The contractual salary shall be amended to a higher education lane if the employee's Associate Administrator is advised by the employee that the approved additional credits will be secured by September 1 of that contract year and if evidence of the additional credits is submitted by the employee to the Associate Administrator in charge of Human Resources on or before October 1.

F. PAYDAYS

Agency paydays shall be every other Friday. The Agency's first scheduled payday typically shall be the second pay period in August, and each new employee hired after the first

1 scheduled payday shall be paid beginning with the first regular payday following the
2 employee's first date of employment.

3
4 1. When a payday falls on a day the Agency's business office is not scheduled to be open,
5 the employee shall be paid on the previous day.

6
7 2. At the employee's option, paychecks shall be mailed to an address or transmitted to a
8 financial institution designated by the employee.

9
10 **G. NEW EMPLOYEES**

11 New employees shall be advised of their placement on the salary schedule and assigned
12 Agency Center.

13
14
15 **ARTICLE 15**

16 **SALARY**

17
18 **A. SALARY TERMS AND CONDITIONS**

19 1. Each eligible employee advances one (1) yearly experience step.

20
21 2. Any employee who has been credited with a career increment of Seven Hundred Seventy
22 Five Dollars (\$775.00) payable annually (non-compounding), shall continue to receive
23 this career increment.

24
25 3. Any employee who has been credited with the maximum number of years of experience
26 credit on the salary schedule shall be awarded a four percent (4%) increase based on
27 step 19, following one year of eligible Agency employment.

28
29 4. Any employee who has been credited with the 4% increase based on step 19 shall be
30 awarded a longevity increment of Two Hundred Fifty Dollars (\$250.00) payable annually
31 (non-compounding).

32
33 5. For purposes of computations, salaries, index points and longevity increments shall be
34 based on one hundred ninety (190) day contracts.

35
36 **B. FOR 2006-07**

37 1. Employees shall be paid for the contract year 2006-07 according to the salary schedule
38 attached as Appendix A.

39
40 2. The base salary shall be Twenty Eight Thousand Three Hundred Fifteen Dollars
41 (\$28,315.00).

ARTICLE 16
COMPLIANCE CLAUSES AND DURATION

- A. This Agreement shall remain in full force and effect for a period of July 1, 2006, through June 30, 2009.
1. This Agreement shall be in force for all ARTICLES. The following ARTICLES will be re-opened for the 2007-08 and 2008-09 contract years: ARTICLE 4 - Grievance Procedures; ARTICLE 13 - Insurance Provisions; ARTICLE 14, Paragraph B2(b) - Experience Increments; and ARTICLE 15 - Salary.
2. Any individual employment contract between the Board and an employee shall be subject to this Agreement.
- B. This 2006-09 Agreement constitutes the full and complete Agreement between the Agency and the Grant Wood Education Association for the 2006-07 contract year. Any matters relating to the current contract term of 2006-09, whether or not referred to in this Agreement, shall not be open for negotiation during the 2006-09 term of this Agreement unless mutually agreed upon in writing.
- C. A sufficient, mutually agreed upon number of copies of the Agreement shall be printed by the Agency with the Association and the Agency sharing equally the cost of said printing. The Association and the Agency shall each be separately responsible for distributing copies of the Agreement to their respective constituencies. However, the Agency will provide each new employee with a copy of the Agreement within five (5) days from the date such new employee reports to work.
- D. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.
1. If by Association, to the President of Board at 4401 6th Street SW, Cedar Rapids, Iowa 52404.
2. If by Board, to President of Association at 240 Classic Car Ct SW, Cedar Rapids, Iowa 52404.
- E. If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid, all other provisions shall continue in full force and effect.
- F. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Chief Negotiators, all on the 10th day of May, 2006.

GRANT WOOD EDUCATION ASSOCIATION

BY

Harry Allen
President/Chief Negotiator

GRANT WOOD AREA EDUCATION AGENCY

BY

Lynne Cannon
President

BY

Charles Schrader
Chief Negotiator

APPENDIX A
2006-07 SALARY SCHEDULE

Base \$28,315

190 Days

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	CI Doc	Doc
1	28,315	29,731	31,713	33,129	34,544	35,960	37,376	38,792
2	29,476	30,892	32,874	34,289	35,705	37,121	38,537	39,952
3	30,637	32,053	34,035	35,450	36,866	38,282	39,698	41,113
4	31,798	33,213	35,196	36,611	38,027	39,443	40,859	42,274
5	32,959	34,374	36,356	37,772	39,188	40,604	42,019	43,435
6	34,120	35,535	37,517	38,933	40,349	41,765	43,180	44,596
7	35,280	36,696	38,678	40,094	41,510	42,926	44,341	45,757
8	36,441	37,857	39,839	41,255	42,671	44,086	45,502	46,918
9	37,602	39,018	41,000	42,416	43,832	45,247	46,663	48,079
10	38,763	40,179	42,161	43,577	44,993	46,408	47,824	49,240
11	39,924	41,340	43,322	44,738	46,153	47,569	48,985	50,401
12	41,085	42,501	44,483	45,899	47,314	48,730	50,146	51,562
13	42,246	43,662	45,644	47,060	48,475	49,891	51,307	52,723
14	43,407	44,823	46,805	48,220	49,636	51,052	52,468	53,883
15	44,568	45,984	47,966	49,381	50,797	52,213	53,629	55,044
16	45,729	47,144	49,127	50,542	51,958	53,374	54,790	56,205
17	46,890	48,305	50,287	51,703	53,119	54,535	55,950	57,366
18	48,051	49,466	51,448	52,864	54,280	55,696	57,111	58,527
19	49,211	50,627	52,609	54,025	55,441	56,857	58,272	59,688

Notes:

- Following one year of eligible Agency employment, any employee who has been credited with the maximum number of years of experience credit on the salary schedule shall be awarded a four percent (4%) increase based on the indexed salary for step 19 and a longevity increment of Two Hundred Fifty Dollars (\$250.00) payable annually (non-compounding).
- Employees who have been credited with a career increment of Seven Hundred Seventy Five Dollars (\$775.00) payable annually (non-compounding) shall continue to receive this career increment.

APPENDIX B
2006-2007 SALARY SCHEDULE FOR EXISTING STAFF ON EdS LANE
(STAFF HIRED PRIOR TO JULY 1, 1995)

Base \$28,315

<u>Step</u>	<u>EdS</u>
1	37,376
2	38,537
3	39,698
4	40,859
5	42,019
6	43,180
7	44,341
8	45,502
9	46,663
10	47,824
11	48,985
12	50,146
13	51,307
14	52,468
15	53,629
16	54,790
17	55,950
18	57,111
19	58,272

Notes:

- Following one year of eligible Agency employment, any employee who has been credited with the maximum number of years of experience credit on the salary schedule shall be awarded a four percent (4%) increase based on the indexed salary for step 19 and a longevity increment of Two Hundred Fifty Dollars (\$250.00) payable annually (non-compounding).
- Employees who have been credited with a career increment of Seven Hundred Seventy Five Dollars (\$775.00) payable annually (non-compounding) shall continue to receive this career increment.